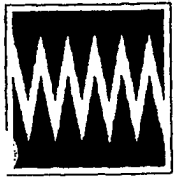


EXHIBIT C
TO JOINT STATEMENT OF
UNDISPUTED FACTS



HSC

April 23, 2004

Hunter Katzenbach
Cirrus Medical Staffing
2725 Water Ridge Parkway
Suite 160
Charlotte, NC 28217

Dear Hunter:

I am pleased to announce that we have selected your agency to participate in the New Mexico Travel Registry Program. A current list of the Participating Institutions is included as Appendix A to the enclosed Agreement Cover Sheet, pending receipt of the signed renewal agreements from our current facilities. Additional facilities may be added in the future. We are obtaining the signed Agreement Cover Sheets from both hospitals and agencies concurrently. You should note that the Agreement is for a two year contract term and the Rate Schedule is for a one year term. The rates will be updated through a survey process in which Participating Institutions and Agencies will be surveyed separately. Those survey results will be aggregated separately, and then the aggregated Participating Institution rates will be averaged with the aggregated Participating Agency rates. This is how we will establish the rates for the second year of the contract term. We recognize the importance of reviewing our rates annually so that we can remain competitive. We also realize that many of the agencies have staff availability beyond what has been established on the Rate Schedule. For the second year of the contract term, we may broaden the established rates to include other health professionals.

Please review the New Mexico Travel Registry Program Agreement very carefully because these are the terms and conditions of the Program that both Participating Institutions and Agencies will need to comply with. Specifically, each Agency should review the requirements of Section 12, Personnel and Documentation Requirements and Attachment 9, Audit Form. At least once during the contract term, a sampling of your files will be reviewed for compliance with these requirements. Additionally, agencies will be expected to report their usage and remit their administrative fees by the 5th of each month. Failure to do so in a timely manner will result in cancellation of the contract.

Our Contract Award Committee, which included hospital representatives as well as HSC staff members, performed a very extensive due diligence process in order to select the agencies to participate in the Program. The due diligence process included a review of

HOSPITAL SERVICES CORPORATION

2121 OSUNA RD. N.E. ALBUQUERQUE, NM 87113 505-343-0070 / 800-577-2121
WWW.NMHSC.COM P.O. BOX 92200 87199-2200 FACSIMILE 505-343-0068

IFC00816

each agency's proposal response, staffing availability, exceptions to the RFP, the quality assurance program in place at the agencies, and the reference checking process. It is very important that each Agency understands the purpose of the New Mexico Travel Registry Program is to enhance the pool of qualified staff in New Mexico. Therefore, our program is specifically for block bookings of thirteen weeks or more, and not for shift or per diem staffing. Additionally, although there is no specific prohibition for placing a staff member who resides in New Mexico in one of our participating hospitals, this should clearly be the rare exception and not the rule. We do not want to place New Mexico staff as travelers in New Mexico facilities since that does nothing to alleviate the shortage of qualified staff in our state. Additionally, our rates include travel and housing expenses and it would not be appropriate to include the travel and housing expense in the rate charged to our participating facilities for New Mexico staff.

We will continue to implement systems to monitor the success of the Program so that we can assist the agencies in making improvements and so that this information is available when we solicit new proposals from agencies at the end of the two year contract term. All of the contacts, forms and instructions will be forwarded to participating agencies in late May, so that you have what you need by the implementation date of June 1, 2004.

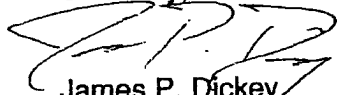
Enclosed you will find the following documents. Please note which documents must be signed and returned to HSC no later than Friday, May 14, 2004. ***Your agency will automatically be dropped from our list of selected agencies unless all requested documents have been signed and returned to us by this date.*** Your cooperation will assist us in ensuring that the Program can be implemented on time effective June 1, 2004.

- Agreement Cover Sheet for Registry Program, which includes the New Mexico Travel Registry Program Agreement and original RFP attachments
- Rate Acceptance Sheet (Attachment 10 to the RFP)
- Business Associate Agreement (Attachment 17 to the RFP – to be provided to those participating hospitals that recognize registries as business associates)
 - Please sign and fill in your company's information and leave all other blanks empty so we can utilize the form at any participating hospital.

You are also encouraged to forward any information about your agency that you would like for us to pass onto the Participating Institutions. Please send ample copies of any materials you would like for us to forward to the facilities. Additionally, in the near future we will be updating our website to include the most recent information about our Travel Registry Program, as well an updated list of our Participating Agencies. If you would like for us to include a link to your agency's website, please provide us with the website address. All facility contact information, as well as the finalized Holiday Schedule and other information you need will be forwarded to the participating agencies in late May.

We look forward to working with you on this program. Please contact me if you have any questions.

Sincerely,



James P. Dickey
Manager
Business Development

Enclosures

Attachment 10
INITIAL RATE ACCEPTANCE SHEET
June 1, 2004 through May 31, 2005

The following rates have been accepted by Agency and shall be firm for the entire Agreement period. The Participating Institution and the Agency must agree upon any exceptions in advance and in writing. The rates assume the following:

1. Minimum 13 week assignment;
2. Agency is the employer;
3. Travel and housing cost are inclusive.

The Participating Institution and the Agency should negotiate all other pricing options.

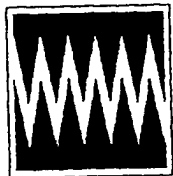
Position	Hourly Rate	On-Call Rate	Charge Rate
RN Non-Specialty	<u>\$49.75</u>	<u>\$6.00</u>	<u>\$2.50</u>
RN Specialty	<u>\$52.50</u>	<u>\$6.00</u>	<u>\$2.50</u>
LPN	<u>\$36.75</u>	<u>\$6.00</u>	N/A
OR Tech	<u>\$37.50</u>	<u>\$6.00</u>	N/A
CVOR Tech	<u>\$38.25</u>	<u>\$6.00</u>	N/A
Rad Tech	<u>\$59.00</u>	<u>\$6.00</u>	N/A
PT	<u>\$53.00</u>	<u>\$6.00</u>	N/A
OT	<u>\$54.00</u>	<u>\$6.00</u>	N/A
SLP	<u>\$54.00</u>	<u>\$6.00</u>	N/A

Note: Holiday, Call-Back and Overtime Rates are \$10.00 above the bill rate.

Rate Classifications	
RN Non-Specialty:	Includes M/S, General Telemetry, LTC, Psych, Subacute, Oncology, SNF, Med Rehab, Couplet Care, Ortho, Post Partum, Home Health
RN - Specialty:	Includes ER, OR, ICU, CCU, L&D, General Peds, Progressive Telemetry, Radiology, Level II Nursery, CVICU, CVOR, BMT, NICU, PICU, Dialysis, Cath Lab

PRICING AND DISCOUNT OPTIONS: Describe any available discount options or creative pricing options Agency will offer the Participating Institutions (i.e., block discounts, volume discounts, etc.):

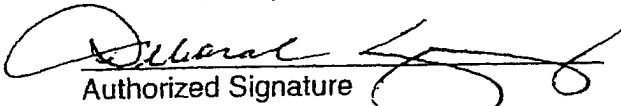
Cyrus Medical Staffing, LLC
 Agency Guy S. Alar, Exec. V.P. 4/26/04
 Authorized Signature/Date



HSC

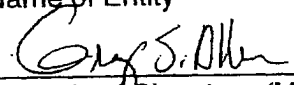
HOSPITAL SERVICES CORPORATION
AGREEMENT FOR NEW MEXICO TRAVEL REGISTRY PROGRAM
SIGNATURE PAGE

Deborah Gorenz
President, Hospital Services Corporation


Authorized Signature

April 22, 2004
Date

Cirrus Medical Staffing, LLC
Name of Entity


Authorized Signature (Must be notarized below)

Exec. V.P.
Title

4/26/04
Date

State of _____
County of _____

Subscribed and sworn to before me this _____ day of _____, 20____

(Seal)

Notary Public
My Commission Expires: _____

the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two business days, forward such request to the Covered Entity. It shall be the Covered Entity's responsibility to prepare and deliver any such accounting requested. The Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

9. Availability of Books and Records. The Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity available to the Covered Entity and to the Secretary for purposes of determining the Covered Entity's and the Business Associate's compliance with HIPAA.

10. Amendment. Upon the enactment of any law or regulation affecting the use and/or disclosure of PHI, or the publication of any court decision relating to any such law, or the publication of any interpretive policy, opinion or guidance of any governmental agency charged with the enforcement of any such law or regulation, the Covered Entity may, by written notice to the Business Associate, amend this Agreement to comply with such law or regulation by providing 30 days' written notice to the Business Associate. Such amendment shall be binding upon the Covered Entity and the Business Associate at the end of the 30-day period and shall not require the consent of the Business Associate unless (a) the Business Associate provides the Covered Entity with notice of objection within the 30-day period; (b) the change has a material adverse economic effect upon the Business Associate as reasonably determined by the Business Associate; and (c) the Business Associate delivers written notice to the Covered Entity during such 30-day period terminating the Contract(s).

11. Breach. Notwithstanding the rights of the parties pursuant to other provisions of the Contract(s) or this Agreement, if the Business Associate breaches its obligations under this Agreement, the Covered Entity may, at its option (a) exercise any of its rights of access and inspection under this Agreement; (b) require the Business Associate to submit to a plan of monitoring and reporting, as the Covered Entity may determine necessary to maintain compliance with this Agreement and such plan shall be made part of this Agreement; (c) terminate this Agreement and the Contract(s) after expiration of a 20 day opportunity to cure; or (d) if termination of this Agreement or the Contract(s) is not feasible report Business Associate's breach or violation to the Secretary of the Department of Health and Human Services. The Covered Entity's remedies under this Section shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

12. Procedure Upon Termination. Business Associate's obligations under this Agreement will terminate only upon the termination of all the Contract(s), provided that upon termination of this Agreement, the Business Associate shall return or destroy all PHI that it maintains in any form and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, the Business Associate shall continue to extend the protections of this Agreement to such information and limit further use of the information to those purposes that make the return or destruction of the information not feasible. The provisions of this Agreement shall survive termination of the Contract(s).

13. Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be hand-delivered or sent by first-class mail to the party to receive such notice at the addresses listed immediately after each party's signature. Either party to this Agreement may change the address to which notice is to be submitted by notice delivered pursuant to this paragraph 13.

14. Interpretation. This Agreement is intended to comply with HIPAA. If there is any ambiguity in this Agreement, it will be resolved to permit compliance with HIPAA. In the event that any provisions in any other agreements between the parties provides for additional restrictions on the use or disclosure of PHI, those more restrictive provisions will control.

15. Effective Date. The terms and conditions of this Agreement will be effective upon execution of the New Mexico Travel Registry Program Agreement for those Participating Institutions that recognize the Agency as a Business Associate.

Covered Entity

Business Associate

X By _____ Name: _____ Title: _____ Address: _____	By <u>Cirrus Medical Staffing, LLC</u> Name <u>Greg Sellen</u> Title <u>Exec. VP</u> Address <u>2725 Water Ridge Parkway, Ste 160</u> <u>Charlotte, NC 28217</u> Telephone No: <u>800-299-8192 x3902</u>
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the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two business days, forward such request to the Covered Entity. It shall be the Covered Entity's responsibility to prepare and deliver any such accounting requested. The Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

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10. Amendment. Upon the enactment of any law or regulation affecting the use and/or disclosure of PHI, or the publication of any court decision relating to any such law, or the publication of any interpretive policy, opinion or guidance of any governmental agency charged with the enforcement of any such law or regulation, the Covered Entity may, by written notice to the Business Associate, amend this Agreement to comply with such law or regulation by providing 30 days' written notice to the Business Associate. Such amendment shall be binding upon the Covered Entity and the Business Associate at the end of the 30-day period and shall not require the consent of the Business Associate unless (a) the Business Associate provides the Covered Entity with notice of objection within the 30-day period; (b) the change has a material adverse economic effect upon the Business Associate as reasonably determined by the Business Associate; and (c) the Business Associate delivers written notice to the Covered Entity during such 30-day period terminating the Contract(s).

11. Breach. Notwithstanding the rights of the parties pursuant to other provisions of the Contract(s) or this Agreement, if the Business Associate breaches its obligations under this Agreement, the Covered Entity may, at its option (a) exercise any of its rights of access and inspection under this Agreement; (b) require the Business Associate to submit to a plan of monitoring and reporting, as the Covered Entity may determine necessary to maintain compliance with this Agreement and such plan shall be made part of this Agreement; (c) terminate this Agreement and the Contract(s) after expiration of a 20 day opportunity to cure; or (d) if termination of this Agreement or the Contract(s) is not feasible report Business Associate's breach or violation to the Secretary of the Department of Health and Human Services. The Covered Entity's remedies under this Section shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

12. Procedure Upon Termination. Business Associate's obligations under this Agreement will terminate only upon the termination of all the Contract(s), provided that upon termination of this Agreement, the Business Associate shall return or destroy all PHI that it maintains in any form and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, the Business Associate shall continue to extend the protections of this Agreement to such information and limit further use of the information to those purposes that make the return or destruction of the information not feasible. The provisions of this Agreement shall survive termination of the Contract(s).

13. Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be hand-delivered or sent by first-class mail to the party to receive such notice at the addresses listed immediately after each party's signature. Either party to this Agreement may change the address to which notice is to be submitted by notice delivered pursuant to this paragraph 13.

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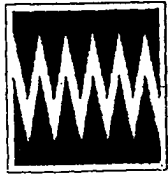
15. Effective Date. The terms and conditions of this Agreement will be effective upon execution of the New Mexico Travel Registry Program Agreement for those Participating Institutions that recognize the Agency as a Business Associate.

Covered Entity

Business Associate

X By _____ By _____
 Name: _____ Name: _____
 Title: _____ Title: _____
 Address: _____ Address: _____

 Telephone No: _____



HSC

**HOSPITAL SERVICES CORPORATION
AGREEMENT FOR NEW MEXICO TRAVEL REGISTRY PROGRAM
AGREEMENT COVER SHEET**

The Agreement is entered into effective June 1, 2004, among the Participating Institutions identified in Appendix A, Hospital Services Corporation (HSC), and the Participating Agencies identified in Appendix B. The Participating Institutions and Agencies identified in these Appendices A and B are preliminary at this time. The final list of Participating Institutions and Agencies will be distributed no later than May 31, 2004.

The parties entered into the Agreement in order to provide for Agency personnel to be available to fill Participating Institution traveling healthcare personnel needs as set forth in this Agreement. The parties agree to be bound by the terms of this Agreement.

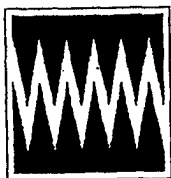
This Agreement consists of the following documents:

1. The Agreement Cover Sheet
2. Contract
3. Attachments.

This Agreement is not an exclusive arrangement between Agency and Participating Institutions. Neither HSC nor any Participating Institution provides any guarantee, implicit or express, of volume of services to be requested by a Participating Institution. Agency understands that similar contracts shall be entered into with other traveling healthcare personnel agencies selected through the Request for Proposal process. It is further understood that HSC shall not be deemed to be, and does not serve in any manner, as the agent of any Agency under this Agreement.

Participating Institutions shall first request supplemental staffing through Agency and other contracting traveling healthcare personnel agencies ("Agencies") before seeking non-contracting traveling healthcare personnel agencies. Participating Institutions may fill supplemental traveling personnel needs from such non-contracting agencies only if these personnel needs cannot be filled on a timely basis by Agencies as provided for in this Agreement.

This Agreement is the complete Agreement between the parties and supersedes any earlier understandings, negotiations, or agreements, written or oral, unless otherwise agreed upon by an authorized representative of the individual Participating Institution.

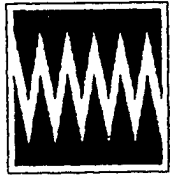


HSC

Appendix A New Mexico Travel Registry Program Participating Facilities

The following hospitals and health systems participate in the New Mexico Travel Registry Program. No guarantee is expressly implied or made that these hospitals and health systems will utilize any minimum volumes in the program.

- Carlsbad Medical Center, Carlsbad
- Cibola General Hospital, Grants
- Eastern New Mexico Medical Center, Roswell
- Fort Bayard Medical Center, Fort Bayard
- Gerald Champion Regional Medical Center, Alamogordo
- Gila Regional Medical Center, Silver City
- Heart Hospital of New Mexico, Albuquerque
- Holy Cross Hospital, Taos
- Kindred Hospital, Albuquerque
- Las Vegas Medical Center, Las Vegas
- Lea Regional Medical Center, Hobbs
- Los Alamos Medical Center, Los Alamos
- Los Lunas Community Program, Los Lunas
- Lovelace Sandia Health Systems, Albuquerque
 - Albuquerque Regional Medical Center, Albuquerque
 - Lovelace Medical Center, Albuquerque
 - Northeast Heights Medical Center, Albuquerque
 - Rehabilitation Hospital of New Mexico, Albuquerque
 - West Mesa Medical Center, Albuquerque
- Memorial Medical Center, Las Cruces
- Mountain View Medical Center, Las Cruces
- New Mexico Department of Health, Albuquerque
 - Fort Bayard Medical Center, Fort Bayard
 - Las Vegas Medical Center, Las Vegas
 - Los Lunas Community Program, Los Lunas
 - New Mexico Rehabilitation Center, Roswell
 - New Mexico State Veteran's Home, Truth or Consequences
 - Sequoyah Adolescent Treatment Center, Albuquerque
 - Turquoise Lodge, Albuquerque
- Northeastern Regional Hospital, Las Vegas



HSC

Appendix A
New Mexico Travel Registry Program
Participating Facilities (cont'd)

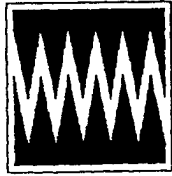
- Presbyterian Healthcare Services, Albuquerque
 - Colfax General Hospital, Springer
 - Espanola Hospital, Espanola
 - Lincoln County Medical Center, Ruidoso
 - Plains Regional Medical Center, Clovis
 - Presbyterian Hospital, Albuquerque
 - Presbyterian Kaseman Hospital, Albuquerque
 - Socorro General Hospital, Socorro
 - Trigg Memorial Hospital, Tucumcari
- Rehoboth McKinley Christian Health Care Services, Gallup
- San Juan Regional Medical Center, Farmington
- Sierra Vista Hospital, Truth or Consequences
- St. Vincent Hospital, Santa Fe
- Union County General Hospital, Clayton
- University Hospital, Albuquerque



Appendix B
New Mexico Travel Registry Program
Agencies Selected to Participate in the Program
Effective June 1, 2004

The following agencies have been selected to participate in the New Mexico Travel Registry Program effective June 1, 2004. Until all contracts are signed by each of these agencies, no guarantee is expressly implied or made that all of these agencies will participate in the program.

- Abetta Care, Inc., Florida
- Across America Med Staffing, California
- Advanced Medical Personnel, Inc., New Mexico
- All Health Staffing, Texas
- American Traveler Staffing Professionals, Florida
- AMN Healthcare Services, Inc., California
- Attentive Healthcare, Wyoming
- Bridge Staffing, Inc., Alabama
- Career Staff Management Inc. d/b/a TravelCare Unlimited and Career Staff Unlimited, Texas
- Cirrus, North Carolina
- Continental Nurses, Pennsylvania
- CRDENTIA, Texas
- Cross Country Staffing, Florida
- First Assist of Ohio, Ohio
- Healthcare Everywhere, Inc., South Carolina
- HRN Services, Inc., California
- InteliStaf Healthcare, Illinois
- Medical Contracting Services, Texas
- Medical Staffing Network, California
- MedSource, Florida
- MedStaff, Inc., Pennsylvania
- National Healthcare Staffing, Florida
- Netis Healthcare Staffing, Florida
- Nightingale, Florida
- Nurse Pro Staffing, Inc., Florida
- Nursing Innovations, Inc., Tennessee



HSC

Appendix B
New Mexico Travel Registry Program
Agencies Selected to Participate in the Program
Effective June 1, 2004 (cont'd)

- Nursing Management Services, Georgia
- Onward, Connecticut
- PPR Travel, Florida
- Preferred Medical Placement, Inc., Kansas
- Procare USA, Connecticut
- Professional Nursing Services, Utah
- Resources on Call, North Carolina
- Reliable Nursing Services, Inc. d/b/a RN Travel Connections, Arizona
- Robison Medical Resource Group, Oklahoma
- SHC Services, Inc., New York
- Sunbelt Staffing Solutions, Florida
- The Right Solutions, Arkansas
- Travel Nurse Across America, Arkansas
- TRAVMED USA, North Carolina
- VITA Medical Services, North Carolina

Attachment 14
Quality Review Program

3. Complete the following checklist verifying that Agency agrees to comply with the RFP quality criteria (see RFP for detail) for the following items:

Yes	No	
___	___	Introduction
___	___	Definitions
___	___	Term
___	___	Healthcare Personnel Requirements
___	___	Payment
___	___	Agency Representations and Warranties; Disclosures
___	___	Internal Quality Review Program
___	___	Orientation
___	___	Assignment Protocol
___	___	Non-Solicitation of Employees
___	___	Termination
___	___	Reports
___	___	Insurance
___	___	Indemnity
___	___	Independent Contractor
___	___	Use of Name
___	___	Confidential Information
___	___	Notice
___	___	Non-Discrimination
___	___	Access to Books and Records
___	___	Governing Law
___	___	Effect of Law
___	___	Assignment
___	___	Limited Agreement
___	___	Amendment
___	___	Waiver
___	___	Authority

Agency

Authorized Signature/Date



NEW MEXICO TRAVEL REGISTRY PROGRAM AGREEMENT TRAVELING HEALTHCARE PERSONNEL

INTRODUCTION

A. Purpose.

Hospital Services Corporation ("HSC"), a wholly owned subsidiary of the New Mexico Hospitals and Health Systems Association ("NMHHA"), seeks to secure traveling healthcare personnel services for participating members ("Participating Institutions") as part of a group purchasing arrangement ("Registry Program"). Through the Registry Program, HSC will contract with selected traveling healthcare personnel agencies to provide Participating Institutions with quality-oriented supplemental staff for a minimum of thirteen (13) week assignment periods that meet the standards established in this Request for Proposals ("RFP" or "Agreement"). Each agency selected will be provided with a list of the Participating Institutions. Participating Institutions are committed to use the contract agencies first when requesting agency personnel. A Participating Institution may seek the services of agencies outside of the Registry Program contract if the contracting agencies cannot fill that Participating Institution's needs in a timely fashion.

HSC is filling approximately 15,000 to 20,000 hours of traveling agency staffing each month and expects the number to increase. These hours are an approximation only and no guarantee of volume or usage is expressly implied or made.

B. Criteria.

The general criteria for evaluating each agency's completed RFP are:

- Quality assurance standards, including procedures that further quality of patient care, effective quality-oriented hiring practices and employee performance monitoring policies;
- Availability of staff and efficient utilization of resources to meet the specific staffing needs of the Participating Institutions;
- Quality and completion of all Attachments;
- Cash terms;
- Acceptance of contract rates;
- Acceptance by agency of terms and conditions of this Agreement; and
- For agencies that have prior experience participating in the Registry Program, the history of such agency's compliance with the Registry Program requirements.

HSC reserves the right to reject any or all proposals for any reason, to request supplemental or clarifying information, or to cancel this solicitation for any reason.

C. Directions for Submission.

1. Review the General Terms and Conditions and shall complete and submit any Attachments and other documents required under this RFP.
2. Do not alter the RFP format when submitting your proposal.
3. Review the Checklist for Submission set forth on **Attachment 1** and confirm agency has completed all required documentation.
4. A submitted RFP will indicate the agency's consent to enter into an Agreement with HSC to provide traveling healthcare personnel to Participating Institutions. HSC shall review all RFP's submitted on a timely basis and shall inform agencies whether their proposals have been accepted by April 23, 2004.
5. **Sign and return six copies** of the completed RFP, including a cover letter identifying the agency contact for this RFP on **Attachment 2** and the attachments specified on the Checklist for Submission to:

Hospital Services Corporation
Attention: Deborah Gorenz, President
2121 Osuna Road, N.E., 87113
P.O. Box 92200
Albuquerque, NM 87199

Proposals will be accepted until 5:00 p.m. on Friday, March 19, 2004.

6. Proposals submitted in response to this RFP will be kept confidential to the extent permitted by law.
7. **Submit with RFP:** Agency shall submit a completed Agency Information Sheet, attached as **Attachment 2**.

If you have any questions, please call Deborah Gorenz at 505-343-0070 or email her at dgorenz@nmhsc.com.

GENERAL TERMS AND CONDITIONS OF AGREEMENT

I. DEFINITIONS.

A. *Agency* means those agencies selected to enter into contracts with HSC and Participating Institutions under the Registry Program.

B. *Agency Personnel* means Agency employees and contractors providing healthcare services to a Participating Institution under this Agreement. Individual Agency employees and contractors providing healthcare services to Participating Institutions under this Agreement are referred to as an "Agency Healthcare Provider."

C. *Non-Specialty Personnel* means nursing personnel working in any adult or pediatric medical/surgical unit, general telemetry unit, or any other unit that does not require ACLS certification or other specialty skills.

D. *Participating Institution* means an NMHSA member institution participating in this Agreement. The list of Participating Institutions is listed on **Attachment 3**.

E. *Specialty Personnel* means a classification of nurses and other agency personnel with advanced certification such as ACLS, PALS, NALS or NRP certification. Such personnel may be assigned to the following units: ICU, CCU, NICU, ER, OR, recovery room, labor and delivery, burn unit, telemetry unit, step-down ICU and any unit requiring ACLS certification or other specialty skills. Specialty Personnel includes ER, OR, ICU, CCU, L&D, General Peds, Progressive Telemetry, Radiology, Level II Nursery, CVICU, CVOR, BMT, NICU, PICU, Dialysis and Cath Lab.

II. TERM.

A. Term of Agreement.

The term of this Agreement shall be for two years, commencing on June 1, 2004 and ending May 31, 2006 ("Term") unless otherwise terminated pursuant to this Agreement.

B. Additional Parties.

The parties recognize that certain agencies may wish to become contracting Agencies during the term of this Agreement. Every six (6) months during the term of this Agreement, HSC may, in its discretion, add as new contracting Agencies those agencies it determines to be qualified for participation following the submission of the RFP. In addition, HSC may add new contracting Participating Institutions at any time during the term of this Agreement. The new Agencies and Participating Institutions must execute this Agreement and be bound by all of its terms and provisions, with the exception of the Agreement term, which for these Agencies and Participating Institutions shall extend not for two years but only through the remaining term of this Agreement.

C. Existing Agency Agreements.

If a Participating Institution has an independent agreement with any contracted Agency for the same services that the contracted Agency is providing through the New Mexico Travel Registry Program Agreement, unless the independent agreement between the Participating Institution and the contracted Agency offers more favorable terms and conditions to the Participating Institution, any such agreement will be terminated upon execution of this Agreement.

III. HEALTHCARE PERSONNEL REQUIREMENTS.

A. Agency Requirements.

1. Agency shall assign to Participating Institutions only Agency Personnel who have appropriate education, training, background and experience required under this Agreement and as necessary to provide high quality patient care consistent with Participating Institution requirements.

2. Agency shall complete and submit with this Agreement a Staffing Availability Sheet on the appropriate form attached as **Attachment 4**.

3. Agency shall verify that all Agency Personnel are licensed, registered, or certified, as required by law, and are in good standing with the applicable State of New Mexico regulatory or licensing body (including all multi-state licensure requirements), and the equivalent regulatory or licensing bodies in any state in which Agency Healthcare Providers are licensed or certified. Agency will also assure that re-verification of this status occurs annually. Agency and Agency Personnel shall immediately notify HSC and Participating Institution of any action by or notices from any New Mexico state regulatory or licensing body or such body in any other state regarding changes in Agency Healthcare Provider licensure, registration, or certification.

4. Agency shall be responsible for verifying whether a requested assignment is for home health, private duty, nursing homes, residential care centers, or hospice care. In such instances, Agency shall ensure that Agency Personnel assigned to such areas meet all specific licensing, regulatory procedures and Participating Institution protocols or requirements.

5. Agency shall complete a Profile Verification Sheet as set forth on **Attachment 5** for each Agency Healthcare Provider according to the Provider's status as an RN, LPN or other category of licensed or certified personnel. Agency shall be responsible for maintaining current profile verification information at all times.

6. On an annual basis, Agency shall complete an HSC Work Experience Checklist as set forth on **Attachment 6** for each Agency Healthcare Provider, based on training level. Each such checklist shall be signed and dated by the Agency and Agency Healthcare Provider.

7. Agency shall complete a skills checklist describing the Agency Healthcare Provider's expertise and skills relating to such person's classification as an RN, LPN or non-licensed personnel ("Agency Skills Checklist"). The Agency Skills Checklist must be updated annually. Each such checklist shall be signed and dated by the Agency and Agency Healthcare Provider.

8. Participating institutions may require Agency Personnel to float to patient care service areas requiring similar skills and training, as deemed appropriate by each Participating Institution in accordance with its policy for its own staff.

9. Agency shall ensure that each Agency Healthcare Provider receives a physical examination upon initial hire and at least annually thereafter, and shall maintain documentation of such exams signed by the examining practitioner. Such examination shall include, but not be limited to, an assessment that the Agency Healthcare Provider is free from communicable diseases and is capable of performing the essential functions of the job with or without reasonable accommodation.

10. Upon initial hire, Agency shall give each Agency Healthcare Provider a minimum of an "11-panel" drug screen. At a minimum, the 11-panel drug screen shall include testing for: barbiturates, cocaine, opiates (heroin, codeine), propoxyphene, amphetamines, benzodiazepines (valium, Librium), methadone, phencyclidine (PCP), cannabinoids (THC), Demerol, and percocodan. Agency shall conduct random drug screens on each Agency Healthcare Provider annually as long as the Agency Healthcare Provider has been employed consistently by the Agency with no breaks in employment. If employment is not consistent, the Agency Healthcare Provider must have a drug screen performed upon return to Agency and prior to the next assignment. A Participating Institution may, in its discretion, perform, or request that the Agency perform, a "for cause" drug screen on any Agency Healthcare Provider who appears impaired. If the Participating Institution requests a "for cause" drug screen for an Agency Healthcare Provider and said Agency Healthcare Provider's drug screen is positive,

Agency Healthcare Provider will be terminated from assignment and Agency shall replace Agency Healthcare Provider pursuant to Paragraph VIII of this Agreement. All drug screens shall be performed at the Agency or Agency Healthcare Provider's expense. Agency shall not refer any Agency Healthcare Provider to a Participating Institution following a positive screen for any legal substance until it has confirmed a valid prescription for the substance and that the Agency Healthcare Provider is fit for duty as required under Section III.A.9 above. In the case of a positive drug screen, Agency shall also follow all applicable reporting requirements under the laws of New Mexico or the state in which the Agency Healthcare Provider is licensed or certified.

11. Agency shall maintain for each Agency Healthcare Provider a file containing the information set forth on the Personnel and Documentation Requirements chart below, which shall be complete prior to referral of any Agency Healthcare Provider to a Participating Institution. Agency and Agency Personnel shall comply with all qualification and documentation requirements at all times. On the first scheduled day of an assignment, each Agency Healthcare Provider must present to the Participating Institution copies of all such information from the Agency file to verify eligibility to begin the assignment.

12. Agency shall ensure that all Agency Personnel understand and comply with all state and federal laws and regulations and all policies and procedures of the Participating Institution at which an Agency Healthcare Provider serves related to the confidentiality of protected healthcare information and medical records, including privacy requirement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Section XVI.